

CITY COUNCIL REPORT



MEETING DATE: 02/22/2005 ITEM No. 15 GOAL: Communications and Open Government

SUBJECT

Intergovernmental Agreement with the Arizona State Library, Archives, and Public Records for Microfilm Scanning Services

REQUESTS

(1) Adopt Resolution No. 6632, authorizing Intergovernmental Agreement (IGA) No. 2005-026-COS with the Arizona State Library, Archives, and Public Records (State Library) for microfilm scanning services to convert active and historic City records stored on microfilm to digital images; and (2) authorize the expenditure of City funds to pay the State Library for microfilm scanning services at the rates listed in the IGA and summarized below:

16mm roll film	\$ 0.02 image/frame
35mm roll film	\$ 0.06 image/frame
hard copy to CD	included
additional computer services	\$45.00 per hour
pickup/delivery	\$10.00 per trip

BACKGROUND

Some of the City's departments rely heavily on the use of microfilm to access current records. In addition, as recommended by the State Library, the City's historic and vital records will be maintained on microfilm as part of the City's disaster recovery plan.

Converting roll microfilm to an efficient and accessible format has, in the past, been expensive and requires special equipment to access the records stored on the film. Currently, the Planning Department uses microfilm (reel) reader-printers to access older building and utility plans and drawings. The Police Department uses microfiche/jacket reader-printers to view and print police reports and records that are microfilmed and then stuffed into microfiche jackets.

The microfilm and microfiche reader-printers are old technology, and are not compatible with any other records media. At approximately \$15,000 each, the reader-printers are expensive, cumbersome to use, and difficult to maintain.

The State Library has equipment and staff available to electronically scan roll microfilm, convert the film to a digital format, and store the images on CD. The original microfilm remains intact and unaltered by this process. The State Library offers microfilm scanning services to local governments on a cost recovery basis; thus, keeping the rates very low. Entering into this IGA allows the City to take advantage of the microfilm scanning services offered by the State Library.

Replacing jacketed microfilm with electronic records will advance the goal of offering citizens affordable access to Scottsdale's public records, with the ultimate

Action Taken _____

goal of providing access to the City's vital public records via the Internet using existing City systems. Online access to the records will increase customer service levels associated with document location, retrieval and reproduction; and reduce the amount of staff time now being spent locating, retrieving and reproducing these public records.

City departments spend an average of \$4,000 to \$5,000 monthly to convert roll microfilm to indexed microfilm jackets (\$0.45 per jacket). The City also pays an off-site storage vendor \$10.00 per box per month for vault storage of the boxed microfilm and \$2.50 each time microfilm or jackets are retrieved. There is an additional expense for supplies and maintenance of the City's microfilm/microfiche reader-printers.

In comparison, the cost to have the State Library scan the microfilm is estimated to be \$800 to \$900 per month. The images will be stored on the City's network and accessed via a personal computer, so, there is no cost to store or retrieve the images and no additional equipment is needed to view them. As a result, the City can save approximately \$3,200 to \$4,100 each month by taking advantage of the scanning services provided by the State Library.

Having converted digital images available on city computers may also eliminate the need to spend approximately \$29,000 to purchase and maintain two new microfilm reader-printers that are budgeted in the current (04/05) fiscal year.

RESOURCE IMPACTS

The contract with the State does not require immediate or additional funding. Funding will come from existing microfilm jacketing and indexing budgets and, potentially, from any savings that may be realized through a reduction in the City's off-site records storage costs.

This IGA does not require the City to scan any of the records currently stored on microfilm. It does enable a City department, with the assistance of the City Records Manager, to take advantage of this technology and use as little or as much of the service as is deemed beneficial. The extent to which a department may use the service will be determined by available funds in existing budgets.

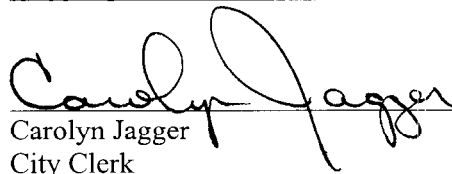
RESPONSIBLE DEPT(S)

City Clerk

STAFF CONTACTS

Jerry Mallory, City Records Manager
480-312-2413
jmallory@scottsdaleaz.gov
Carolyn Jagger, City Clerk
480-312-2411
cjagger@scottsdaleaz.gov

APPROVED BY


Carolyn Jagger
City Clerk

11/31/15
Date

ATTACHMENTS

1. Resolution No. 6632
2. IGA No. 2005-026-COS

RESOLUTION NO. 6632

A RESOLUTION OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA STATE LIBRARY, ARCHIVES, AND PUBLIC RECORDS (STATE LIBRARY) FOR THE PURPOSE OF ESTABLISHING TERMS UNDER WHICH THE CITY OF SCOTTSDALE MAY USE SERVICES PROVIDED BY THE STATE TO CONVERT MICROFILM TO DIGITAL IMAGES (MICROFILM SCANNING).

Whereas, the Arizona Revised Statutes 11-951, et. seq., provide that public agencies may enter into intergovernmental agreements for joint operation or cooperative action; and

Whereas, Section 3-1 of Article 1 of the Charter of the City of Scottsdale authorizes the City to enter into intergovernmental agreements with various public agencies; and

Whereas, the City of Scottsdale seeks to enter into an agreement with the State Library to use the microfilm scanning services on an as needed basis;

NOW, THEREFORE, LET IT BE RESOLVED by the Council of the City of Scottsdale, Maricopa County, Arizona, as follows:

Section 1: Mary Manross, Mayor, is hereby authorized and directed to execute, on behalf of the City of Scottsdale, Intergovernmental Agreement Number 2005-026-COS with the Arizona State Library, Archives, and Public Records for the purpose of scanning microfilm for conversion to electronic documents.

Passed and adopted by the Council of the City of Scottsdale, Maricopa County, Arizona this 22nd day of February, 2005.

By: _____
Mary Manross, Mayor

ATTEST:

Carolyn Jagger, City Clerk

APPROVED AS TO FORM:



Joseph Bertoldo, City Attorney

Attachment 1

INTERGOVERNMENTAL/COOPERATIVE PURCHASING AGREEMENT

BETWEEN
THE CITY OF SCOTTSDALE AND THE STATE OF ARIZONA, BY AND THROUGH THE
ARIZONA STATE LIBRARY, ARCHIVES AND PUBLIC RECORDS,
FOR
MICROFILM SCANNING AND DIGITIZATION SERVICES

This Intergovernmental/Cooperative Purchasing Agreement ("*Agreement*") is entered into by and between the City of Scottsdale, a political subdivision of the State of Arizona ("*City*"), and the State of Arizona, by and through Arizona State Library, Archives and Public Records ("*State Library*") pursuant to A.R.S. § § 11-952 and 41-2631 *et seq.* made and entered into this 1st day of March 2005.

Recitals

Pursuant to A.R.S. § 11-951, *et seq.*, the *City* and the *State Library* may contract for services and enter into agreements with one another for joint or cooperative action; and

Both the *City* and the *State Library* are public procurement units, as defined in A.R.S. § 41-2631, and, pursuant to A.R.S. § 41-2632, may participate in, sponsor, conduct or administer an agreement for materials or services, common use or sharing of warehousing facilities, capital equipment and other facilities, and the provision of personnel, providing the requesting public procurement unit pays the direct and indirect cost to the public procurement unit providing the personnel; and

The *State Library* has micrographic scanning and digitization facilities and personnel and is willing to use its facilities, equipment and personnel to provide digitization services for permanent, vital, and historic documents in accordance with A.R.S. § 41-1348; and

The *City* seeks to use the *State Library's* micrographic scanning and digitization services to preserve and facilitate access to permanent, vital, and historic documents in compliance with A.R.S. § 41-1347; and

The *City* is willing to pay the costs attributable to micrographic scanning and digitization of *City* microfilmed documents, including, but not limited to, all costs associated with the delivery and return of microfilm per Exhibit A, entitled "*Cost Estimate For Digitization of City of Scottsdale Microfilmed Records*"; and

The *City* and the *State Library* seek to enter into an intergovernmental agreement establishing the *State Library's* provision of micrographic scanning and digitization services to the *City*.

NOW, THEREFORE, the *City* and the *State Library*, pursuant to the above, and in consideration of the matters and things hereinafter set forth, do mutually agree as follows:

Terms

I. PURPOSE

The purpose of this Agreement is to set forth the responsibilities of the parties for micrographic scanning and digitization services as requested by the City of Scottsdale.

II. SCOPE

A. Obligations of the *State Library*.

The *State Library* shall:

1. Within (5) five working days of a request by the *City* for specific services, notify the *City* as to whether or not the *State Library* is able to provide the requested services and, if so, issue a tentative timetable for completion of services. The *City* shall promptly provide any additional information, which the *State Library* requires to evaluate the *City's* request for services;
2. Provide services specified in the *City's* request upon receipt of microfilm from the *City* and after confirming the *State Library's* ability to complete the requested services based on the estimated date of delivery;
3. Promptly return any records submitted by the *City*, for which the *State Library* is unable to provide specified services, along with an explanation as to why services cannot be provided;
4. Use methods accepted by the State of Arizona for document preservation that comply with the standards established pursuant to A.R.S. § 39-101 to ensure archival quality;
5. Upon completion of specified services, return the *City's* microfilm at the *City's* expense;
6. Render assistance as needed to promote the success of this project;
7. On a monthly basis, submit an itemized billing, by department, of charges incurred for services rendered; and
8. Provide services at the rates provided for in Section III-A of this agreement.

B. Obligations of the *City*

In addition to payment for micrographic scanning and digitization services, *City* shall:

1. Prior to sending documents to be digitized, submit a request for specific services on a form provided by the *State Library*;
2. Upon receipt of notification from the *State Library* that the specified services can be provided, promptly deliver items approved by the *State Library* for scanning to the *State Library* Records Management Center, together with a complete document inventory list;
3. Upon notification of completion from the *State Library*, retrieve or arrange for return of the items;
4. Within thirty days of receipt of services, review items for errors, and notify the *State Library* immediately if any corrections are required;
5. Pay all costs associated with the delivery of electronic documents and delivery and return of microfilm; and
6. Fund the project as provided for in Section III-A of this agreement.

III. Financing.

A. Fees:

The *City* shall pay the *State Library* for services at the rates approved. A copy of the initial fee schedule is attached as Exhibit "A" to this Agreement. The *State Library* will mail, fax, or otherwise deliver notification of an increase in rates to the *City* at least (30) thirty days prior to the effective date of an increase in rates.

B. Payment:

The *City* shall pay the amount due within 30 days from the date of receipt of the invoice, according to an itemized invoice from the *State Library*, for services rendered as requested by the *City*.

IV. Term.

The term of this Agreement shall be from March 1, 2005 through February 28, 2006. Upon mutual consent of the parties, this Agreement may be renewed three (3) times for successive one-year periods. Any modification or time extension of this Agreement shall be by formal written amendment within 30 days prior to the expiration of this agreement and executed by the Contract Administrators hereto. The Contract Administrator for the *City* shall be the Scottsdale City Clerk, who at the time of this Agreement is Carolyn Jagger. The Contract Administrator for the *State Library* shall be the Director of the Arizona State Library, Archives, and Public Records, who at the time of this Agreement is GladysAnn Wells.

V. Termination.

Upon thirty (30) days written notice either party may terminate this Agreement. Upon termination of this agreement, any unused funds on deposit with the *State Library*, for work as yet not completed, shall be returned to the *City*.

VI. Effective Date.

This Agreement shall take effect after execution by both parties. Pursuant to A.R.S. § 41-2632, this Agreement need not be filed with the County Recorder or the Secretary of State.

VII. Disposal of Property

This Agreement does not anticipate any joint ownership of any property. Upon the termination of this Agreement, any and all property owned by or to which one party is legally entitled, that is at the time of termination in the possession of the other party, shall be promptly returned to party owning or legally entitled to it. Termination shall not relieve any party from liabilities or costs already incurred under this Agreement, nor affect any ownership of property pursuant to this Agreement.

VIII. Indemnification.

Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

IX. Compliance with Laws

The *State Library* shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Agreement, and any disputes hereunder. Any action relating to this Agreement shall be brought in the Superior Court of Maricopa County, or such other court in Maricopa County as may have jurisdiction over the matters that are subject to the action. Any changes in the governing laws, rules and regulations during the terms of this Agreement shall apply but do not require an amendment.

X. Non-Discrimination

The *State Library* shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out the *State Library* duties pursuant to this Agreement. The *State Library* shall comply with the provisions of Executive Order

75-5, as amended by Executive Order 94-4, which is incorporated into this Agreement by reference, as if set forth in full herein.

XI. ADA.

The *State Library* shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

XII. Notices.

Notices, permissions or consents required or permitted to be given pursuant to this Agreement shall be given in writing and either personally served upon the other party or mailed by registered or certified mail, return receipt requested, postage prepaid addressed to:

If to the *State Library*: Director, Arizona State Library, Archives, and Public Records
State of Arizona
1700 W. Washington Street Room 200
Phoenix, AZ 85007

ATTN: GladysAnn Wells

If to City: City Clerk
City of Scottsdale
3939 N. Drinkwater Blvd.
Scottsdale, AZ 85251

ATTN: Carolyn Jagger

or to other street address within Maricopa County, Arizona as may be designated by the respective parties in writing from time to time. In the event of service by mail, as indicated above, notice shall be deemed received as of the date shown on the postal receipt, or in the event it is refused, undelivered or undeliverable, seven (7) days from the date of mailing.

XIII. Severability.

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the full extent permitted by law.

XIV. Conflict of Interest.

This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.

XV. Non-Appropriation

Notwithstanding any other provision in this Agreement, this Agreement may be terminated if for any reason the *City* does not appropriate sufficient monies for the purpose of maintaining this Agreement. In the event of such cancellation, the *City* shall have no further obligation to Arizona State Library, Archives and Public Records other than for payment for services rendered prior to cancellation.

XVI. No Joint Venture.

It is not intended by this Agreement to, and nothing contained in this Agreement shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between the *City* and any *State Library* employees, or between the *State Library* and any *City* employees. Neither party shall be liable for any debts, accounts, obligations nor other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

XVII. No Third Party Beneficiaries

Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties that are not party to this Agreement, or affect the legal liability of either party to the Agreement, by imposing any standard of care different from the standard of care imposed by law.

XVIII. Entire Agreement.

This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement shall not be modified, amended, altered or extended except through a written amendment signed by the parties.

Executed as of March 1, 2005

IN WITNESS WHEREOF, the Parties have executed this Agreement by signing their names on the day and date first written above.

ARIZONA STATE LIBRARY, ARCHIVES
AND PUBLIC RECORDS:

GladysAnn Wells, Director
Arizona State Library, Archives and Public
Records

In accordance with A.R.S. Section 11-952, the undersigned, as legal counsel for the Arizona State Library, Archives and Public Record has reviewed the foregoing intergovernmental agreement and has determined that it is in appropriate form and is within the powers and authority granted to the City.

Legal Counsel
Arizona State Library, Archives and Public
Records


CITY OF SCOTTSDALE, an
Arizona Municipal Corporation

ATTEST:

Mary Manross
Mayor

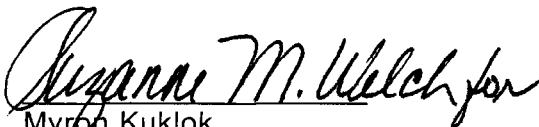
Carolyn Jagger
City Clerk

In accordance with A.R.S. Section 11-952, the undersigned, as legal counsel for the City of Scottsdale has reviewed the foregoing intergovernmental agreement and has determined that it is in appropriate form and is within the powers and authority granted to the City.



Joseph R. Bertoldo
City Attorney

REVIEWED BY:



Myron Kuklok
Risk Manager

**Cost For Digitization of City of Scottsdale
Microfilmed Records**

SERVICES:	COST:
16MM ROLL FILM	\$.02 per image/frame
35MM ROLL FILM	\$.06 per image/frame
HARD COPY to CD	Included
ADDITIONAL COMPUTER SERVICES	\$45.00 per hour
PICKUP/DELIVERY	\$10.00 per trip